## SCHEDULE "A" TO BY-LAWS

# RULES AND REGULATIONS FOR

### **OCEAN TWO CONDOMINIUM**

### Effective as of March 1, 2004

## THESE RULES REPLACE ALL PRIOR RULES AND REGULATIONS

### Common Areas:

- 1. Attire: All Owners, occupants and guests are required to wear appropriate attire throughout the common areas of the condominium. Shirts and footwear must be worn in all common areas inside the building.
- 2. No construction materials, decorating materials, bicycles, skate boards, inline skating, roller skates, furniture, or large parcels may be transported or ridden through the lobby. Such items must go through the Receiving Dock or garage.
- 3. Deliveries: All Deliveries must be scheduled with the Management Office. All Deliveries will go through the receiving room, Monday through Friday from 9:00 a.m. to 5:00 p.m. sharp. A Unit Owner or representative must be available to take immediate receipt of item(s). A Unit Owner must furnish a local phone listing so receiving may contact the Unit Owner upon arrival of the delivery. At no time will the receiving room accept any delivery without Unit Owner or representative present.
- 4. Packages and Mail: A Receipt Authorization form, which can be obtained from the Management Office, must be completed and signed before packages and letters are accepted at the Front Desk, from U.S. Mail, UPS, FedEx, DHL and other delivery messenger services.
- 5. Moving: All moves must be scheduled through the Management Office. Moves are not permitted on the weekends or holidays. Moving hours are from 9:00 a.m. and must be completed by 5:00 p.m. Monday through Friday only. The appropriate deposits and fees are required prior to scheduling any move.
- 6. Outdoor Antennas, Wiring and Machines: Outdoor television and radio antennas are not permitted, neither are electrical wiring or machines. Satellite dishes under 36" in diameter are permitted if they are placed in a portable planter. Satellite dishes may not be fastened to the railings or the building.
- 7 Damage: Unit Owners accept financial responsibility for any damage done by themselves, their dependents, contractors, subcontractors, employees, renters, or their guests to any part of the Condominium, or Ocean Two property. This includes marking, engraving, denting or defacing.
- 8. The sidewalks, entrances, passages, lobbies, hallways, lower service levels and like portions of the Common Areas shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any carts, bicycles, carriages, chairs, tables or any other objects be stored therein, except in areas (if any) designated for such purposes.
- 9. No garbage, refuse, trash or rubbish shall be deposited in Common Areas except as permitted by the Association. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be

complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

- 9a. Boxes shall not be left in the sub-level or parking garage and elevator vestibules.
- 9b. All garbage must be bagged and tied-off before putting it into the trash chute.
  - 10. No repair of vehicles shall be made on the Condominium Property.
- 11. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium or Association Property, except signs used or approved by the Board of Directors of the <u>Association</u>. Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the Building or on the Common Areas, without the prior written consent of the Board of Directors of the Association.
- 12. The use of the Conference Room, Massage Room and the tennis courts are limited to a first-come, first-serve basis and reservations must be made through the front desk. The use of the Conference Room or tennis court by any one individual or group is limited to two (2) hours in any 24-hour period, unless there are no other requests for the facilities.
- a. Reservations for the Tennis Courts will not be accepted more than 48 hours in advance.
- 13. Per the Florida Indoor Air Act, smoking is prohibited in the Common Areas of the Building.
- 14. Guest policy for use of Common Areas and facilities. Unit owners must accompany their guest(s) at all times on the Association's common areas of the Building. No more than eight (8) guests are permitted. A temporary Guest Pass may be used for guest stays up to a period of 30 days. The Unit owner shall not be required to accompany any guest(s) who has been issued a valid Guest Pass. Management will issue a Guest Pass upon receipt of a written authorization from the Unit owner. The written authorization must indicate the names of the guest(s), the number of guests and the length of stay. The written authorization may be faxed, delivered in person or mailed to the Ocean Two Management Office prior to such guest(s) arrival.
- 15. Lifestyle Center: Reservations of the Lifestyle Center to be used for parties must be made through the Management Office on a first-come-first-served basis. The Application Form along with all applicable fees and deposits must be submitted at least ten (10) business days prior to the any event.

### **Building Security:**

- 16. In order to maintain the security of the Building, all residents must firmly close all exterior Building doors after entering or exiting the Building, so that such doors remain locked. No residents shall place or prop any objects in the exterior doors in order to gain access back into the Building.
- 17. Any attempted breach of security, by a resident or their guests, which could compromise the welfare of Unit owners, their guests or employees of the Association, will be considered a serious matter. A breach of security would include, but not limited to, tampering with the Building security system or fire safety system, disrupting security guards while on duty, or releasing Building keys, FOBS or parking transmitters to non-residents, creating a disturbance or violating Building rules which would require security attention.

- 18. Any vandalism, desecration or alteration of the Building property by a Unit owner or their guests will be the responsibility of the Unit owner. The association will hold the Unit owner responsible for any financial damages and may seek criminal or civil action to the extent available by law.
- 19. No person will be allowed into any Unit without written authorization from the Unit Owner and this authorization must be on file with the Association and kept in the Management Office and at the Front Desk. It will be the Unit Owners responsibility to make sure that the Authorization is current and has not expired.

### **Building Parking:**

- 20. Parking is permitted only in properly assigned parking spaces or with the Building Valet Service.
  - 21. Speed Limit: The speed limit on Association property is 5 miles per hour.
- 22. Boats and Commercial Vehicles: Boats and commercials vehicles are not permitted within the garage or on any of the common areas.
- 23. Oversized Vehicles: The Association will not accept responsibility for any vehicle that comes into contact with any overhead or side obstruction in the garage due to the height or width of the vehicle. Any damage as a result of an oversized vehicle will be the responsibility of the Unit Owner (Hummers, Vans, etc.).
- 24. Residents who park in a space not assigned to them will be towed away, without prior notice, at the vehicle owner's expense.
- 25. Guests of residents must use the Building valet service and residents must instruct their guests accordingly.
- 26. Any vehicle parked in the fire lanes or other prohibited areas will be towed away immediately at the vehicle owner's expense.
- 27. Whereas, it is necessary for the Association to provide adequate parking for Handicapped Guests to residents of the community, the Handicapped spaces located in front of the Building adjacent to the lobby are designated as "Visitor Only Handicapped Spaces". Residents of the Building are not permitted to park in these spaces at any time. Handicapped residents with proper decal displayed must use the Handicapped spaces provided on both levels of the garage.
- 28. Visitors with proper decal displayed may use the Handicapped spaces provided in front of the Building for a maximum of 24 hours. Periods longer than that will require the guest to use valet parking.

### Inside Units:

29. No Unit owner or occupant shall make or permit any disturbing noises by himself or his family, servants, employees, pets, agents, visitors or licensees, nor permit and conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No Unit Owner or occupants shall play or permit to be played any musical instrument nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other residents. No Unit owner or occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time, which disturbs other residents.

- 30. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated.
  - a. Cardio and Weight Rooms: Children under 12 years of age are not permitted to use the equipment at any time. Children using the equipment who are between the ages of 12 and 16 years of age must have an adult with them at all time.
  - b. The Lifestyle Center: All children under sixteen (16) years of age must have an adult present at all times when entering and/or utilizing the Lifestyle Center.
  - c. Swimming Pool: Children under the age of 12 must have an adult present with them at all times when utilizing the pool or hot tub. Any child who requires a diaper, must be wearing "Swimmies" before entering the pool.
- 31. The personal property of Unit owners and occupants must be stored in their respective Units.
- 32. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Areas.
- 33. No air conditioning units may be installed by Unit owners or occupants. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Board of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.
- 34. Residents must dispose of sweepings, rubbish or other foreign matter in their trash chute and not in their household plumbing. Plumbing stoppages are not under Building Warranty and Unit owners will be held financially responsible for any necessary repairs.
- 35. A Unit owner or occupant who plans to be absent during the hurricane season must prepare his Unit by removing all items from the balcony, terrace or Lanai prior to his departure.
- 36. Contractors: Architectural Change Requests must be made through the Management Office and the forms must be filled in completely and the appropriate deposits and fees paid before Association approval is obtained. Guidelines are available in the Management Office.
- 37. Flooring: All flooring must meet architectural approval. This includes patio and balcony areas. When installing tiles, installation must be pitched away from patio doors. The forms are available in the Management Office and deposits and fees must be paid and the proper forms filled in before approval will be granted. City permits are the responsibility of the Owners having the work done. Owners may use carpeting or vinyl tile inside a unit wit appropriate padding. Hard surfaces such as marble and tile may be used only with the approved soundproofing material. Specifications for soundproofing are available in the Management Office.
- 38. Rentals: All rentals must be approved by the Board of Directors. A lease along with the Ocean Two Condominium Association's lease addendum must be filled in completely. Additionally, the application screening form with all applicable fees including a refundable security deposit equal to one months rent must be submitted prior to approval (please allow a week to ten days for approval).
- 38a. Any Unit Owner who rents their unit forfeits any right to use the condominium Associations amenities.

# Balconies, Terraces, Patios And Lanai:

- 39. No articles other than patio-type furniture shall be placed on the balconies, patios or other Common Areas. No linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, terraces or other portions of the Condominium or Association Property.
- 40. Patio furniture, which is visible above the height of the balcony railing from the outside of the Building, is not permitted.
- 41. Carpeting of any type is prohibited on balconies, terraces, patios or lanai because carpeting is porous and can trap water, which will eventually allow the rebar to rust and cause spalling of the concrete and structural damage to the Building.
- 42. Owners and residents may not enclose, nor cover, nor alter balconies, terraces, patios or lanai in any way.
- 43. Laundry, clothes, makeshift or fixed clotheslines or drying racks, may not be hung on balconies, terraces, patios or lanai.
- 44. Cooking devices of any type may not be used or stored on balconies, terraces, patios or lanai.
- 45. No Unit owner or occupant shall permit anything to fall from a window or door of the Condominium or Association Property, nor sweep or throw from the Condominium or Association Property any dirt or other substance onto any of the balconies or elsewhere in the Building or upon the Common Areas.
- 46. A Unit owner or occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building. Notwithstanding the foregoing, any Unit owner may display one portable removable United States flag in a respectful way. Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of Units shall be subject to disapproval by the Board, in which case they shall be removed and replaced with acceptable items.
- 47. In the event of a hurricane watch reported by the National Weather Bureau, all items must be removed from balconies, terraces, patios and lanai no later than 36 hours before the approach of the hurricane and may not be returned until the National Weather Bureau reports that the threat of a hurricane or other potentially severe windstorm has passed away from the area.

### **Resident Pets:**

- 48. Pets, Birds, fish and other animals, reptiles or wildlife shall neither be kept nor maintained in or about the Condominium Property except in accordance with the following, in addition to the applicable terms of the Declaration:
- (a) Dogs and cats shall not be permitted outside of their owner's Unit unless attended by a responsible person of at least 12 years of age and on a leash not more than six (6) feet long. Said dogs and cats shall only be walked or taken upon those portions of the Common Areas designated by the Association from time to time for such purposes. In no event shall said dog or cat ever be allowed to be walked or taken on or about any recreational facilities contained within the Condominium Property.
- (b) Fish or caged domestic (household-type) birds may be kept in the Units, subject to the provisions of the Declaration.
- 49. Each Unit is allowed only one (1) dog, not to exceed 30 lbs. Pets must be hand-carried at all times within the common areas inside of the Building and all pets must be registered with the Association in the Property Manager's office.

50. Each Unit owner is responsible to ensure that their pet's feces is immediately removed and sealed in a plastic bag or container and disposed of in a proper trash receptacle.

### **Condominium Association:**

- 51. The Board of Directors shall be solely responsible for directing and supervising employees of the Association. Employees of the Association are not to be sent out by Unit owners or occupants for personal errands.
- 52. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on, upon or in the Condominium or Association Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Condominium or Association Property. No derrick or other structure designed for use in boring for oil, natural gas or minerals shall be erected, maintained or permitted upon any portion of the Condominium or Association Property.
- 53. Every owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, Bylaws and Articles of Incorporation of the Association, as amended from time to time. Failure of an owner or occupant to so comply shall be grounds for action, which may include, without limitation, any action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an owner for failure of an owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or Bylaws, provided the following procedures are adhered to:
- (a) Notice: The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include: (i) a statement of the date, time and place of the hearing: (ii) a statement of the provisions of the declaration, association By-Laws, or association rules which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the association.
- (b) <u>Hearing:</u> The noncompliance shall be presented to a committee of other Unit owners, who shall hear reasons why penalties should not be imposed. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the committee. A written decision of the committee shall be submitted to the owner or occupant by not later than twenty-one (21) days after the meeting.
- (c) <u>Fines:</u> The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.
- (d) <u>Violations:</u> Each separate incident, which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.
- (e) <u>Payment of Fines</u>: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
- (f) <u>Application of Fines</u>: All monies received from fines shall be allocated as directed by the Board of Directors.
- (g) <u>Non-exclusive Remedy</u>: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled: however, any penalty paid by the offending owner or

occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such owner or occupant.

- 54. These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. These rules and regulations shall not apply to the Developer, nor its agents or employees and contractors, nor the Units owned by the Developer, unless such Units shall become occupied. All of these rules and regulations shall apply to all other owners and occupants, even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.
- 55. Information, which is requested from Ocean Two, whether written or oral, which is supplied to real estate appraisers, will require a \$50 fee for each appraisal.
- 56. Information which is requested from Ocean Two, which is supplied to real estate brokers, mortgage brokers or others for the purpose of completing a condominium mortgage questionnaire (i.e. Public Use Document PUD Form) will require a \$75 fee for each separate questionnaire.
- 57. The Association will sell FOBS and garage transmitters to Unit residents, but only with the written approval from the Unit owner. Defective FOBS or transmitters will be exchanged but no refunds will be issued, even after the Unit is sold to another party.

## **ADDENDUM TO:**

# SCHEDULE "A" TO BY-LAWS

# RULES AND REGULATIONS FOR

# **OCEAN** TWO CONDOMINIUM

NOTE: Underlined words have been added.

30.
<ul> <li>b. The Lifestyle Center: All children under sixteen (16) years of age must have a adult present at all times when entering and/or utilizing the Lifestyle Center. The</li> </ul>
use of the pool table by children under 10 years of age and by anyone during aerobic class or when the Lifestyle Center is reserved for a private party is
prohibited.

# SCHEDULE "A" TO BY-LAWS

### RULES AND REGULATIONS FOR

### **OCEAN TWO CONDOMINIUM**

NOTE: Two <u>new</u> rules have been added to the Rules and Regulations as indicated below.

- 58. Any Resident who holds a resident identification card from their unit is prohibited from receiving an additional identification card or guest pass from another unit unless such unit is owned by them.
- 59. All Unit Owners must request individual guest passes for all their guests as only one beach chair or lounge, one umbrella and one towel will be issued to a guest who has a valid guest pass. Guest passes are not required if the guest is accompanied by the Unit Owner.

The above new rules were approved at a Regular Board of Directors Meeting on July 15, 2004.

Please add this page to your Rules and Regulations for future reference.

### **3RD ADDENDUM TO:**

# SCHEDULE "A" TO BY-LAWS

# RULES AND REGULATIONS FOR

### OCEAN TWO CONDOMINIUM

NOTE: Two <u>new</u> rules have been added to the Rules and Regulations as indicated below.

- 60. Exiting Garage: For the Safety of all with the intent to prevent injury and property damage, any vehicle exiting the garage must bear right at all times, thus avoiding head-on collisions.
- 61. Garage Openers: Only 1 garage opener will be sold and activated for each parking space assigned to a Unit Owner. In no case may there be more garage openers activated than parking spaces assigned.

The above new rules were approved at a Regular Board of Directors Meeting on September 14, 2004.

Please add this page to your Rules and Regulations for future reference.

# SCHEDULE "A" TO BY-LAWS

# RULES AND REGULATIONS FOR

### OCEAN TWO CONDOMINIUM

NOTE: One Amended rule and one new rule have been added to the Rules and Regulations as indicated below.

### Amended Rule:

9a. (Has been amended to read) Boxes, Paint or any other Flammable materials or any other item that may clog the trash chute may not be placed in the Trash Chute of any unit. Boxes <u>shall not</u> be left in the sub-level or parking garage, elevator vestibules or any other common area. Boxes must be brought to the receiving room and placed in the Cardboard Recycling bin.

#### New Rule:

62. There will be <u>no food allowed</u> on the bricked portion of the pool deck. Food must be eaten at the newly designated "Picnic Area" (The large round green area located on the pool deck).

The above amended rule to #9a and the new rule #62 were approved at a Regular Board of Directors Meeting on April 21<sup>st</sup>, 2005.

Please add this page to your Rules and Regulations for future reference.

Together we can make a difference.

# SCHEDULE "A" TO BY-LAWS

# RULES AND REGULATIONS FOR

# **OCEAN TWO CONDOMINIUM**

New Rule:
63: Tennis Courts
A) Sneakers or soft sole shoes must be worn.
B) No Bicycle, Skateboard, rollerblades, strollers or any other object(s that may damage the court surface.
C) Reservations for the courts may not be made more than 48 hours in advance and may not exceed more than Two (2) hours in any 24 hour period.
The above rule was approved at a Regular Board of Directors Meeting on August 18 <sup>th</sup> , 2005
Please add this page to your Rules and Regulations for future reference.
Together we can make a difference.

## SCHEDULE "A" TO BY-LAWS

# RULES AND REGULATIONS FOR

# **OCEAN TWO CONDOMINIUM**

New Rule:

64: A Fifty Dollar (\$50) Fee per balcony for Emergency Removal of Balcony or Lanai furniture by Association during Hurricane Season.

Whenever A Hurricane Watch is Issued by the National Weather Service (hurricane may threaten an area within 24-36 hours) all patio furniture, plants, satellite dishes or any other object on the Balcony or Lanai must be removed before an upgrade to a Hurricane Warning is issued. (hurricane is expected to strike the area within 24 hours or less)

After all of the Association's property has been secured and time permitting Employee's will be directed to unit owner's balconies to remove any such objects which could become flying objects.

Any unit entered that required the removal of any objects will be billed by the Association Fifty Dollars (\$50.00) per balcony.

The above rule was approved at a Regular Board of Directors Meeting on September 15, 2005

Please add this page to your Rules and Regulations for future reference.

Together we can make a difference.



CFN 2004R0816102 OR Bk 22663 Pas 3085 - 3088; (4pas RECORDED 09/17/2004 12:00:09 HARVEY RUVIN, CLERK OF COURT MIAMI-DADE COUNTY, FLORIDA

#### **DOCUMENT RECORDING COVER SHEET**

DOCUMENT TITLE:

CORPORATE RESOLUTION OF THE BOARD OF DIRECTORS OF

OCEAN TWO CONDOMINIUM ASSOCIATION, INC.

Description of property: Ocean Two, a Condominium according to the Declaration of Condominium thereof, as recorded in official Records Book 19740, Page 2800, of the Public Records of Miami-Dade County, Florida - located at 19111 Collins Avenue, Sunny Isles, FL 33160

RETURN RECORDED DOCUMENT TO: LISA A. LERNER, ESQUIRE SIEGFRIED, RIVERA, LERNER, DE LA TORRE & SOBEL, P.A. 201 Alhambra Circle, Suite 1102 Coral Gables, FL 33134 Telephone: (305) 442-3334 Fax: (305) 443-3292

### CORPORATE RESOLUTION OF THE BOARD OF DIRECTORS OF OCEAN TWO CONDOMINIUM ASSOCIATION, INC. ("Association")

WHEREAS, Section 17.3 of Article 17 of the Association's Declaration of Condominium of (the "Declaration") provides as follows:

"Peis Restrictions. Not more than one (1) domesticated pet (i.e., dog or coi) may be kept in a Unit at any time, and then only if such pet is (i) permitted to be so kept by applicable laws and regulations, (ii) not left unattended on balconies or in land areas, (iii) carried at all times when on the Common Elements and Association Property, and (iv) generally, not a nulsance to residents of other Units or of neighboring buildings. Without limiting the generality of Section 19 hereof, a violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in the By-Laws and any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property. No pets shall be maintained in any limited common element parking garage, if any, or storage space. Notwithstanding the foregoing, no pets may be maintained in any cabana.

WHEREAS, it has come to the Board of Directors' attention that prior to transfer of control of the Association from the Developer to the Unit Owners, the Developer failed to take any action against violations of the one (1) pet restriction set forth in Section 17.3 of Article 17 of the Declaration.

WHEREAS, in order to fashion an equitable remedy, the Board has provided all Unit Owners who have maintained more than one pet prior to January 1, 2002 with the opportunity to register such violations of Section 17.3 of Article 17 of the Declaration by July 30, 2004 ("the Regulation Decadline").

### NOW, THEREFORE, be it resolved:

- 1. The above recitals are true and correct and are incorporated herein.
- 2. That the Association shall not take any action in connection with those violations of the one (1) pet restriction set forth in Section 17.3 of Article 17 of the Declaration which have been properly registered as more particularly described on Exhibit "A" attached hereto, provided such pets do not constitute a nuisance or vialate ony of the other provisions of the Declaration or the Association's Rules and Regulations.

- 3. That as of the Registration Deadline: no Unit Owner may proceed to maintain more than one (1) domesticated pet in their Unit.
- 4. No registered pets may be replaced upon their death or removal from the unit, with the exception of the last remaining pet, it being the intention of this Resolution that eventually there shall be no more than one (1) domesticated pet (i.e. dog or cat) being maintained in any Unit.
- 5. The Board shall take all necessary action to compel Unit Owners to cure any violations of the one (1) pet restriction which are discovered at any time after the Registration Deadline.

ADOPTED by the Board of Directors this \_\_\_\_\_\_\_ day of HUGUS! WITNESSES: OCEAN TWO CONDOMINIUM ASSOCIATION, INC., a Florida corporation ZMNNE Ronald Singer, President Print Name Greenstein, Secretory Print Name Corporate Seal STATE OF FLORIDAL COUNTY OF MIAMI-DADE) The foregoing instrument was acknowledged before me this  $\frac{1}{2}$  day of  $\frac{A_{VCV}ST}{A_{VCV}ST}$ by Ronald Singer and Marcia Greenstein, as President and Secretary respectively of Ocean Two Condominium Association, Inc., a Flarida corporation, on behalf of the corporation. They (who are personally known) to me)/(who have produced as identification) and (did)/(did not) Signature: 3 C4/0 Name: My Commission Expires: **Giff Ashbridge** My Commission DD173418

H:\LERARY\CASES\4045\2020019\AL2247.WPO

E湖ires December 22, 2008

# **EXHIBIT "A"**

<u>UNIT</u> 1.	OWNER NAME: Dr. Marla Lavoice	<u>UNIT #</u> 2806	Description of Pet One (1) Siberian Husky registered with a weight of thirty (30) pounds.	<u>Pet Name(s)</u> Sasha
			One (1) Siberian Husky registered with a weight of thirty (30) pounds.	Vodka
2.	Robert Swirz	902	One (1) mixed breed registered with a weight of forty-five (45) pounds.	Nugget
			One (1) Bichon registered with a weight of ten (10) pounds.	Teddy
3.	Louis & Susan Rosenthal	1902	One (1) Scottish Terrier registered with a weight of twenty four (24) pounds.	Terry
			One (1) Scottish Terrier registered with a weight of twenty one (21) pounds.	Fala
4.	Miguel Albert	3306	One (1) Shitzu registered with a weight of fifteen (15) pounds.	Sake
REBY CERTIFY that this inal filed in this office on NESS my hand and Office VEY HUVIN, CLERK, of	is a true copy of the day of the copy of t	CHECOLUMN CONTRACTOR	One (1) Shitzu registered with a weight of fourteen (14) pounds.	Sushi

Executed Pet Registration forms for the above referenced Owners are on file with the Association's management office.

H:\LIBRARY\CASES\4043\2020019\N53639.WPD



CFH 2005R0798758
OR 8k 23628 Pss 0909 - 9111 (3pss)
RECORDED 08/01/2005 12:29:13
HARVEY RUVIN, CLERK OF COURT
MIANI-DADE COUNTY, FLORIDA

CORPORATE RESOLUTION OF THE BOARD OF DIRECTORS OF OCEAN TWO CONDOMINIUM ASSOCIATION, INC. AND CERTIFICATE OF AMENDMENT TO THE RULES AND RECULATIONS OF OCEAN TWO CONDOMINIUM ASSOCIATION, INC.

THIS CORPORATE RESOLUTION OF THE BOARD OF DIRECTORS OF OCEAN TWO CONDOMINIUM ASSOCIATION, INC. AND CERTIFICATE OF AMENDMENT TO THE RULES AND REGULATIONS OF OCEAN TWO CONDOMINIUM ASSOCIATION, INC. is executed this // day of Jone, 2005, by the undersigned on behalf of Ocean Two Condominium Association, Inc. ("Association"), a Florida not for profit corporation.

#### RECITALS

Whereas, the Association has been established for the operation of Ocean Two, a condominium, in accordance with the Declaration of Condominium and related documents which were recorded June 26, 2001, in Official Records Book 19740, Page 2800, of the Public Records of Mlami-Dade County, Florida, (the "Declaration").

Whereas, pursuant to Section (f) of Article 11 of the Declaration, entitled "Operation of the Condominium by the Association; Powers and Duties", the Association has "(tihe power to adopt and amend rules and amend rules and regulations concerning the details of the operation and use of the Condominium and Association Property."

Whereas, a parking shortage has resulted from the unrestricted use of the Association's valet parking service by Unit Owners and their lessees.

Whereas, the Association's Board of Directors proposed a rule to remedy the aforementioned parking shortage in order to promote the health, happiness and peace of mind of the Unit Owners.

Whereas, the proposed rule, specified below, was considered and adopted by at least a majority of the Board of Directors at a Meeting of the Board of Directors, at which a quorum was present, held on Thursday, June 16, 2005, at 7:30 p.m.

Page 1 of 3



**NOW, THEREFORE,** on behalf of the Association's Board of Directors, the undersigned hereby state as follows:

- 1. The above Recitals are true and correct and are incorporated herein by reference.
- 2. Section 20 of the Section entitled "Building Parking" of the Association's Rules and Regulations is hereby amended as follows:

New language is indicated by <u>underlined type.</u> Deleted language is indicated by struck through type.

Parking is permitted only in properly assigned parking spaces or with the Suilding Valet Service. All residents, whether Unit Owners or their lessees, must park their vehicles only in the parking spaces assigned to their unit, unless otherwise specified herein. Additionally, the residents) of each unit will be entitled to the use of the Association's Valet Service for no more than one (1) additional vehicle, except that residents of three (3) bedroom units to which only one (1) parking space is assigned shall be entitled to use the Association's Valet. Service for no more than two (2) additional vehicles. This rule shall be applied prospectively and shall not affect the rights of those who are Unit Owners or lessees prior to the date on which this rule is adopted. Nothing in this rule shall be construed to limit the use of the Association's Valet Service by the guests or invitees of Unit Owners or their lessees.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seal as of the date above written.

Signed in the presence of:	OCEAN TWO CONDOMINIUM ASSOCIATION, INC.
Muy S. Berlin Print Name: MERy/s.	BY: Kenadal Standard
Print Name: MERIS.	Ronald Singer, President
BERLIN	
Print Name: Stephen July	Marcia Greenstein, Treasurer
A Line of the last	
Print Jame: 100y-1. Person	
Print Name:	

OR BK 23628 PG 0911 LAST PAGE

STATE OF FLORIDA) COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 6 day of , 2005, by Ronald Singer as President and Marcia Greenstein as Treasurer, respectively of **Ocean Two Condominium Association, inc.**, a Florida not for profit corporation, on behalf of the corporation. They (who are personally known to me)/ (who have produced **Fa. Mayors Lightly** as identification) and (did)/(did not) take an oath.

PREPARED HY: Roberto C. Bianch, Esquire SIEGFRIED, RIVERA, LERNER, DE LA TORRE & SOBLE, P.A. 201 Alhambra Circle, Suite 1102 Corai Gables, Fl. 35134 HALIBRARYCASESMO45/2020019/0U8950.DOC Joseph Behar Commission #DD169452

My Commission Expires

Signature of Notapa

Expires: Dec 03, 2006

Bonded Time

Atlentic Bonding Co., Inc.

STATE OF FLORIDA, COUNTY OF DADE I HEREBY CERTIFY that this is a true-copy of the i filed in this office en ...

. , AD 20\_<u></u> WITNESS my hand and Official Seal.

Page 3 of 3



### 19111 Collins Avenue Sunny Isles Beach, Florida 33160 Phone: 305-466-4133 Fax: 305-466-4159

CORPORATE RESOLUTION OF THE BOARD OF DIRECTORS OF OCEAN TWO CONDOMINIUM ASSOCIATION, INC.
AND CERTIFICATE OF AMENDMENT
TO THE RULES AND REGULATIONS OF OCEAN TWO CONDOMINIUM ASSOCIATION, INC.

THIS CORPORATE RESOLUTION OF THE BOARD OF DIRECTORS OF OCEAN TWO CONDOMINIUM ASSOCIATION, INC. AND CERTIFICATE OF AMENDMENT TO THE RULES AND REGULATIONS OF OCEAN TWO CONDOMINIUM ASSOCIATION, INC. is executed this <a href="https://doi.org/10.1001/journal.org/">12</a> day of <a href="https://doi.org/10.1001/journal.org/">10</a> Center 2006, by the undersigned on behalf of Ocean Two Condominium Association, Inc. ("Association"), a Florida not for profit corporation.

#### **RECITALS**

Whereas, the Association has been established for the operation of Ocean Two, a condominium, in accordance with the Declaration of Condominium and related documents which were recorded June 26, 2001, in Official Records Book 19740, Page 2800, of the Public Records of Miami-Dade County, Florida, (the "Declaration").

Whereas, pursuant to Section (f) of Article 11 of the Declaration, entitled "Operation of the Condominium by the Association; Powers and Duties", the Association has "[t]he power to adopt and amend rules and amend rules and regulations concerning the details of the operation and use of the Condominium and Association Property."

Whereas, a parking shortage has resulted from the use of the Association's valet parking service for long-term parking by Unit Owners and their lessees.

Whereas, the Association's Board of Directors proposed a rule to remedy the aforementioned parking shortage in order to promote the health, happiness and peace of mind of the Unit Owners.

Whereas, the proposed rule, specified below, was considered and adopted by at least a majority of the Board of Directors at a Meeting of the Board of Directors, at which a quorum was present, held on Thursday, November 16, 2006, at 8:00 p.m.

NOW, THEREFORE, on behalf of the Association's Board of Directors, the undersigned hereby state as follows:

- The above Recitals are true and correct and are incorporated herein by reference. 1.
- Section 20 of the Section entitled "Building Parking" of the Association's Rules and Regulations is hereby amended as follows:

New language is indicated by underlined type. Deleted language is indicated by struck through type.

> All residents, whether Unit Owners or their lessees, must park their vehicles only in the parking spaces assigned to their unit, unless otherwise specified herein. Additionally, the resident(s) of each unit will be entitled to the use of the Association's Valet Service for no more than one (1) additional vehicle, except that residents of three (3) bedroom units to which only one (1) parking space is assigned shall be entitled to use the Association's Valet Service for no more than two (2) additional vehicles. This rule shall be applied prospectively and shall not affect the rights of those who are Unit Owners or lessees prior to the date on which this rule is adopted. Nothing in this rule shall be construed to limit the use of the Association's Valet Service by the guests or invitees of Unit Owners or their lessees. The foregoing notwithstanding, the Association's Valet Service may not be utilized for the long-term parking of vehicles. Long-term parking is defined as the parking of a vehicle, without moving such vehicle, for more than three (3) consecutive weeks. In addition to any remedies provided by law and the Association's Declaration of Condominium, Articles of Incorporation or By-Laws, any vehicle which is parked in violation of this Rule 20 is subject to towing by the Association at the vehicle owner's expense.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seal as of the date above written.

Signed in the presence of:

OCEAN TWO CONDOMINIUM ASSOCIATION, INC.

Ronald Singer, President

Caboverde

Marcia Greenstein, Treasure

STATE OF FLORIDA) COUNTY OF MIAMI-DADE)

Page 2 of 3

The foregoing instrument was acknowledged before me this 2 day of December 2006, by Ronald Singer as President and MARCIC CREENSTER as Treasurer, respectively of OCEAN TWO CONDOMINIUM ASSOCIATION, INC., a Florida not for Profit Corporation, on behalf of the corporation. They (who are personally known to me)/ (who have produced PLOR'DRIO GROSSE) as identification) and (did)/(did not) take an oath.

Signature of Notary My Commission Expires:

PREPARED BY:
Ivette Machado, Esquire
SIEGFRIED, RIVERA, LERNER,
DE LA TORRE & SOBLE, P.A.
201 Alhambra Circle; Suite 1102
Coral Gables, FL 33134
H:\LIBRARY\CASES\4043\2020019\SNJ201.DOC



# RESOLUTION OF THE BOARD OF DIRECTORS OF OCEAN TWO CONDOMINIUM ASSOCIATION, INC.

**WHEREAS**, the Association has been established to operate and maintain Ocean Two Condominium (the "Condominium"); and

**WHEREAS**, Article 14 of the Association's By-Laws empowers the Board of Directors (the "Board") to adopt and amend the Rules and Regulations covering the details of the operation and use of the Condominium; and

WHEREAS, in order to preserve and maintain the Association's elevators, the Board has determined it is necessary to establish specific Rules governing the use of the Association's designated contractor elevators (the "Contractor Elevator").

### NOW, THEREFORE, BE IT RESOLVED as follows:

- 1. Any residents moving in or out of the Condominium who wish to insure the availability and exclusive use of a Contractor Elevator must reserve the use of a Contractor Elevator in advance, and shall be required to pay a \$300.00 non refundable fee. It is specifically understood that the purpose of such fee is to reserve the exclusive use of a Contractor Elevator and for the supply and use of protective materials. Scheduling of move ins and move outs shall be based on the order such requests are received by the Association's management office.
- 2. All residents utilizing a Contractor Elevator for move-ins and move-outs must remit prior to the use of a Contractor Elevator a \$500.00 refundable security deposit to protect against damages to the Contractor Elevator or other Association property.
- 3. All residents utilizing a Contractor Elevator to transport materials or furnishings in connection with renovations within their unit shall be required to reserve the use of a Contractor Elevator Elevator in advance. Scheduling of the use of a Contractor Elevator for such purpose shall be based on the order such requests are received by the Association's management office. Along with such request, the resident shall submit a written description of the materials being transported and the period of time the use of a Contractor Elevator will be required. The Association's manager shall use her discretion to determine whether the nature of such use warrants the collection of a security deposit.
- 4. If it is determined the nature of the use of the Contractor Elevator for unit renovations requires the collection of a security deposit, the resident shall be

required to remit prior to the use of the Contractor Elevator a \$500.00 refundable security deposit to the Association.

- 5. Upon notification from the resident that their use of the Contractor Elevator has been completed, the Contractor Elevator shall be inspected by management. If there are no damages to the Contractor Elevator, the security deposit shall be refunded to the resident within five (5) days of the date of such inspection. In the event the Contractor Elevator has sustained any damages, the resident shall be notified and the costs for such damages shall be deducted from the security deposit. The balance, if any, of such security deposit shall be refunded to the resident within five (5) days of the date the damages have been repaired. In no event shall residents be entitled to any interest on their security deposits.
- 6. The resident shall be fully responsible for any damages to the Contractor Elevator caused by their movers, contractors or others engaged by such resident and shall be fully responsible to pay to the Association upon demand such sums as may be necessary to repair any damages exceeding the amount of the resident's security deposit.

The foregoing Resolution was properly adopted at a duly noticed meeting of the Board of Directors this  $\frac{25}{4}$  day of  $\frac{100}{100}$ , 2006.

OCEAN TWO CONDOMINIUM ASSOCIATION, INC.

Ronald Singer, President

Attest:

Pita Rubin, Secretary

(CORPORATE SEAL)

H:\LIBRARY\CASES\4043\2020019\QV6094.WPD

## SCHEDULE "A" TO BY-LAWS

# RULES AND REGULATIONS FOR

# OCEAN TWO CONDOMINIUM

**New Rule:** 

12b: The use of the Poker Table is limited to a first-come, first serve basis and reservations must be made through the front desk no more than 72 hours in advance. The use of the poker table by any one individual or group is limited to Eight (8) hours from the start of the reservation, unless there are no other requests for the table.

Together we can make a difference.

## SCHEDULE "A" TO BY-LAWS

# RULES AND REGULATIONS FOR

## **OCEAN TWO CONDOMINIUM**

**Amended Rule:** 

30c: Swimming Pool & Jacuzzi: Children under the age of 12 must have an adult present with them at all times when utilizing the pool or Jacuzzi. All non-toilet trained persons must wear non disposable protective swimming garments on the outer most garment when in the pool or Jacuzzi.

Adopted by the Board of Directors on August 17<sup>th</sup>, 2006.

Together we can make a difference.